

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

Cassie Green a.k.a  
Cassie Hayes- McDonald,

Plaintiff,

vs.

Equifax Information Services, LLC,  
a Georgia limited liability company;

Americollect, Inc., a foreign corporation,

Pennsylvania Higher Education Assistance  
Agency Parents' Association, Inc., a  
foreign corporation,

First Premier Bank, a foreign corporation,

Barclays Bank Delaware, a foreign  
corporation,

Ally Financial, Inc., a foreign corporation,  
and

Comenity, LLC, a foreign corporation,

Defendants.

Case No.:

**COMPLAINT**

**JURY TRIAL DEMAND**

NOW COMES THE PLAINTIFF, CASSIE GREEN a.k.a. CASSIE HAYES-  
MCDONALD, BY AND THROUGH COUNSEL, Richard M. Maseles, and for her  
Complaint against the Defendants, pleads as follows:

**JURISDICTION**

1. Jurisdiction of this Court arises under 15 U.S.C. § 1681p.
2. This is an action brought by a consumer for violation of the Fair Credit Reporting Act (15 U.S.C. §1681, *et seq.* [hereinafter “FCRA”]).

**VENUE**

3. The transactions and occurrences that give rise to this action occurred in the City of Black Jack, St. Louis County, Missouri.
4. Venue is proper in the Eastern District of Missouri, Eastern Division.

**PARTIES**

5. Plaintiff is a natural person residing in the City of Black Jack, St. Louis County, Missouri.
6. The Defendants to this lawsuit are:
  - a. Equifax Information Services, LLC (“Equifax”) is a Georgia limited liability company that conducts business in the State of Missouri;
  - b. Americollect, Inc. (“Americollect”) is a foreign corporation that conducts business in the State of Missouri;

- 1 c. Pennsylvania Higher Education Assistance Agency Parents' Association,  
2 Inc. ("PHEAA") is a foreign corporation that conducts business in the State  
3 of Missouri;  
4  
5 d. First Premier Bank ("First Premier") is a foreign corporation that conducts  
6 business in the State of Missouri;  
7  
8 e. Barclays Bank Delaware ("Barclays") is a foreign corporation that  
9 conducts business in the State of Missouri;  
10  
11 f. Ally Financial, Inc. ("Ally Financial") is a foreign corporation that  
12 conducts business in the State of Missouri; and  
13  
14 g. Comenity, LLC, ("Comenity") is a foreign corporation that conducts  
15 business in the State of Missouri.

16  
17  
18 **GENERAL ALLEGATIONS**

- 19 7. Americollect, PHEAA, First Premier, Barclays, Ally Financial and Comenity  
20 (collectively "Furnishers") are inaccurately reporting their Tradelines ("Errant  
21 Tradelines") with an erroneous notation of "accounts in dispute" on Plaintiff's  
22 Equifax credit file.  
23  
24 8. Plaintiff no longer disputes the Errant Tradelines.  
25  
26 9. On February 17, 2020, Plaintiff obtained her Equifax credit disclosure and  
27 noticed the Errant Tradelines reporting with a notation of "accounts in dispute."  
28

1 10. On or about March 25, 2020, Plaintiff submitted a letter to Equifax requesting  
2 that the credit bureau remove the notation of “accounts in dispute.”  
3

4 11. Equifax forwarded Plaintiff’s consumer dispute to the Furnishers. The  
5 Furnishers received Plaintiff’s consumer dispute from Equifax and Trans Union.  
6

7 12. Equifax and the Furnishers did not consult the Credit Reporting Resource Guide  
8 as part of its investigation of Plaintiff’s dispute.  
9

10 13. Plaintiff had not received Equifax’s investigation results. Therefore, on April 28,  
11 2020, Plaintiff obtained her Equifax’s credit disclosure, which showed that  
12 Equifax and the Furnishers failed or refused to remove the notation of “accounts  
13 in dispute.”  
14

15 14. As a direct and proximate cause of the Defendants’ negligent and/or willful  
16 failure to comply with the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*,  
17 Plaintiff has suffered credit and emotional damages. Plaintiff has also  
18 experienced undue stress and anxiety due to Defendants’ failure to correct the  
19 errors in her credit file or improve her financial situation by obtaining new or  
20 more favorable credit terms as a result of the Defendants’ violations of the  
21 FCRA.  
22  
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25

26 **COUNT I**

27 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
28 **AMERICOLLECT**

1  
2 15. Plaintiff realleges the above paragraphs as if recited verbatim.

3 16. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
4 notation, Americollect negligently failed to conduct a proper investigation of  
5 Plaintiff's dispute as required by 15 USC 1681s-2(b).  
6

7 17. Americollect negligently failed to review all relevant information available to it  
8 and provided by Equifax in conducting its reinvestigation as required by 15 USC  
9 1681s-2(b) and failed to direct Equifax to report the remove the notation of  
10 "account in dispute."  
11

12 18. The Errant Tradeline is inaccurate and creates a misleading impression on  
13 Plaintiff's consumer credit file with Equifax to which it is reporting such  
14 tradeline.  
15

16 19. As a direct and proximate cause of Americollect's negligent failure to perform  
17 its duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
18 suffering, humiliation, and embarrassment.  
19

20 20. Americollect is liable to Plaintiff by reason of its violations of the FCRA in an  
21 amount to be determined by the trier of fact together with reasonable attorneys'  
22 fees pursuant to 15 USC 1681o.  
23

24 21. Plaintiff has a private right of action to assert claims against Americollect arising  
25 under 15 USC 1681s-2(b).  
26  
27  
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against the Defendant Americollect for damages, costs, interest, and attorneys' fees.

## WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY AMERICOLLECT

22. Plaintiff realleges the above paragraphs as if recited verbatim.

23. After being informed by Equifax that Plaintiff disputed the accuracy of the information it was providing, Americollect willfully failed to conduct a proper reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to remove the notation of "account in dispute."

24. Americollect willfully failed to review all relevant information available to it and provided by Equifax as required by 15 USC 1681s-2(b).

25. As a direct and proximate cause of Americollect's willful failure to perform its duties under the FCRA, Plaintiff has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

26. Americollect is liable to Plaintiff for either statutory damages or actual damages she has sustained by reason of its violations of the FCRA in an amount to be determined by the trier of fact, together with an award of punitive damages in the amount to be determined by the trier of fact, as well as for reasonable attorneys' fees and costs she may recover therefore pursuant to 15 USC 1681n.

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY  
PHEAA**

28. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous notation, PHEAA negligently failed to conduct a proper investigation of Plaintiff's dispute as required by 15 USC 1681s-2(b).

29. PHEAA negligently failed to review all relevant information available to it and provided by Equifax in conducting its reinvestigation as required by 15 USC 1681s-2(b) and failed to direct Equifax to report the remove the notation of “account in dispute.”

30.The Errant Tradeline is inaccurate and creates a misleading impression on Plaintiff's consumer credit file with Equifax to which it is reporting such tradeline.

31.As a direct and proximate cause of PHEAA's negligent failure to perform its duties under the FCRA, Plaintiff has suffered damages, mental anguish, suffering, humiliation, and embarrassment.

1 32.PHEAA is liable to Plaintiff by reason of its violations of the FCRA in an amount  
2 to be determined by the trier of fact together with reasonable attorneys' fees  
3 pursuant to 15 USC 1681o.  
4

5 33.Plaintiff has a private right of action to assert claims against PHEAA arising  
6 under 15 USC 1681s-2(b).  
7

8 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
9 against the Defendant PHEAA for damages, costs, interest, and attorneys' fees.  
10

11  
12 **COUNT IV**

13 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
14 **PHEAA**

15 34. Plaintiff realleges the above paragraphs as if recited verbatim.  
16

17 35.After being informed by Equifax that Plaintiff disputed the accuracy of the  
18 information it was providing, PHEAA willfully failed to conduct a proper  
19 reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
20 remove the notation of "account in dispute."  
21

22 36.PHEAA willfully failed to review all relevant information available to it and  
23 provided by Equifax as required by 15 USC 1681s-2(b).  
24

25 37.As a direct and proximate cause of PHEAA's willful failure to perform its duties  
26 under the FCRA, Plaintiff has suffered damages, mental anguish, suffering,  
27 humiliation, and embarrassment.  
28



1 38.PHEAA is liable to Plaintiff for either statutory damages or actual damages she  
2 has sustained by reason of its violations of the FCRA in an amount to be  
3 determined by the trier of fact, together with an award of punitive damages in the  
4 amount to be determined by the trier of fact, as well as for reasonable attorneys'  
5 fees and costs she may recover therefore pursuant to 15 USC 1681n.  
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8 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
9 against the Defendant PHEAA for the greater of statutory or actual damages, plus  
10 punitive damages, along with costs, interest, and attorneys' fees.  
11

12 **COUNT V**

13 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
14 **FIRST PREMIER**

15 39.Plaintiff realleges the above paragraphs as if recited verbatim.  
16

17 40.After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
18 notation, First Premier negligently failed to conduct a proper investigation of  
19 Plaintiff's dispute as required by 15 USC 1681s-2(b).  
20

21 41.First Premier negligently failed to review all relevant information available to it  
22 and provided by Equifax in conducting its reinvestigation as required by 15 USC  
23 1681s-2(b) and failed to direct Equifax to report the remove the notation of  
24 "account in dispute."  
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1 42.The Errant Tradeline is inaccurate and creates a misleading impression on  
2 Plaintiff's consumer credit file with Equifax to which it is reporting such  
3 tradeline.  
4

5 43.As a direct and proximate cause of First Premier's negligent failure to perform  
6 its duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
7 suffering, humiliation, and embarrassment.  
8

9 44.First Premier is liable to Plaintiff by reason of its violations of the FCRA in an  
10 amount to be determined by the trier of fact together with reasonable attorneys'  
11 fees pursuant to 15 USC 1681o.  
12

13 45.Plaintiff has a private right of action to assert claims against First Premier arising  
14 under 15 USC 1681s-2(b).  
15

16 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
17 against the Defendant First Premier for damages, costs, interest, and attorneys' fees.  
18

19  
20 **COUNT VI**

21  
22 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
23 **FIRST PREMIER**

24 46. Plaintiff realleges the above paragraphs as if recited verbatim.

25 47.After being informed by Equifax that Plaintiff disputed the accuracy of the  
26 information it was providing, First Premier willfully failed to conduct a proper  
27  
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1 reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
2 remove the notation of "account in dispute."  
3

4 48. First Premier willfully failed to review all relevant information available to it and  
5 provided by Equifax as required by 15 USC 1681s-2(b).  
6

7 49. As a direct and proximate cause of First Premier's willful failure to perform its  
8 duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
9 suffering, humiliation, and embarrassment.  
10

11 50. First Premier is liable to Plaintiff for either statutory damages or actual damages  
12 she has sustained by reason of its violations of the FCRA in an amount to be  
13 determined by the trier of fact, together with an award of punitive damages in the  
14 amount to be determined by the trier of fact, as well as for reasonable attorneys'  
15 fees and costs she may recover therefore pursuant to 15 USC 1681n.  
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17 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
18 against the Defendant First Premier for the greater of statutory or actual damages, plus  
19 punitive damages, along with costs, interest, and attorneys' fees.  
20

21  
22 **COUNT VII**

23 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
24 **BARCLAYS**

25 51. Plaintiff realleges the above paragraphs as if recited verbatim.  
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1 52. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
2 notation, Barclays negligently failed to conduct a proper investigation of  
3 Plaintiff's dispute as required by 15 USC 1681s-2(b).  
4

5 53. Barclays negligently failed to review all relevant information available to it and  
6 provided by Equifax in conducting its reinvestigation as required by 15 USC  
7 1681s-2(b) and failed to direct Equifax to report the remove the notation of  
8 "account in dispute."  
9

10 54. The Errant Tradeline is inaccurate and creates a misleading impression on  
11 Plaintiff's consumer credit file with Equifax to which it is reporting such  
12 tradeline.  
13

14 55. As a direct and proximate cause of Barclays' negligent failure to perform its  
15 duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
16 suffering, humiliation, and embarrassment.  
17

18 56. Barclays is liable to Plaintiff by reason of its violations of the FCRA in an amount  
19 to be determined by the trier of fact together with reasonable attorneys' fees  
20 pursuant to 15 USC 1681o.  
21

22 57. Plaintiff has a private right of action to assert claims against Barclays arising  
23 under 15 USC 1681s-2(b).  
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1       **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
2 against the Defendant Barclays for damages, costs, interest, and attorneys' fees.  
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5                                   **COUNT VIII**

6       **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
7       **BARCLAYS**

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9       58. Plaintiff realleges the above paragraphs as if recited verbatim.

10       59. After being informed by Equifax that Plaintiff disputed the accuracy of the  
11 information it was providing, Barclays willfully failed to conduct a proper  
12 reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
13 remove the notation of "account in dispute."  
14

15       60. Barclays willfully failed to review all relevant information available to it and  
16 provided by Equifax as required by 15 USC 1681s-2(b).  
17

18       61. As a direct and proximate cause of Barclays' willful failure to perform its duties  
19 under the FCRA, Plaintiff has suffered damages, mental anguish, suffering,  
20 humiliation, and embarrassment.  
21

22       62. Barclays is liable to Plaintiff for either statutory damages or actual damages she  
23 has sustained by reason of its violations of the FCRA in an amount to be  
24 determined by the trier of fact, together with an award of punitive damages in the  
25 amount to be determined by the trier of fact, as well as for reasonable attorneys'  
26 fees and costs she may recover therefore pursuant to 15 USC 1681n.  
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1 68. Ally Financial is liable to Plaintiff by reason of its violations of the FCRA in an  
2 amount to be determined by the trier of fact together with reasonable attorneys'  
3 fees pursuant to 15 USC 1681o.  
4

5 69. Plaintiff has a private right of action to assert claims against Ally Financial  
6 arising under 15 USC 1681s-2(b).  
7

8 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
9 against the Defendant Ally Financial for damages, costs, interest, and attorneys' fees.  
10

11  
12 **COUNT X**

13 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
14 **ALLY FINANCIAL**

15 70. Plaintiff realleges the above paragraphs as if recited verbatim.  
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17 71. After being informed by Equifax that Plaintiff disputed the accuracy of the  
18 information it was providing, Ally Financial willfully failed to conduct a proper  
19 reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
20 remove the notation of "account in dispute."  
21

22 72. Ally Financial willfully failed to review all relevant information available to it  
23 and provided by Equifax as required by 15 USC 1681s-2(b).  
24

25 73. As a direct and proximate cause of Ally Financial's willful failure to perform its  
26 duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
27 suffering, humiliation, and embarrassment.  
28

1 74. Ally Financial is liable to Plaintiff for either statutory damages or actual damages  
2 she has sustained by reason of its violations of the FCRA in an amount to be  
3 determined by the trier of fact, together with an award of punitive damages in the  
4 amount to be determined by the trier of fact, as well as for reasonable attorneys'  
5 fees and costs she may recover therefore pursuant to 15 USC 1681n.  
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8 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
9 against the Defendant Ally Financial for the greater of statutory or actual damages, plus  
10 punitive damages, along with costs, interest, and attorneys' fees.  
11

12 **COUNT XI**

13 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
14 **COMENITY**

15 75. Plaintiff realleges the above paragraphs as if recited verbatim.  
16

17 76. After being informed by Equifax of Plaintiff's consumer dispute of the erroneous  
18 notation, Comenity negligently failed to conduct a proper investigation of  
19 Plaintiff's dispute as required by 15 USC 1681s-2(b).  
20

21 77. Comenity negligently failed to review all relevant information available to it and  
22 provided by Equifax in conducting its reinvestigation as required by 15 USC  
23 1681s-2(b) and failed to direct Equifax to report the remove the notation of  
24 "account in dispute."  
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1 78.The Errant Tradeline is inaccurate and creates a misleading impression on  
2 Plaintiff's consumer credit file with Equifax to which it is reporting such  
3 tradeline.  
4

5 79.As a direct and proximate cause of Comenity's negligent failure to perform its  
6 duties under the FCRA, Plaintiff has suffered damages, mental anguish,  
7 suffering, humiliation, and embarrassment.  
8

9 80.Comenity is liable to Plaintiff by reason of its violations of the FCRA in an  
10 amount to be determined by the trier of fact together with reasonable attorneys'  
11 fees pursuant to 15 USC 1681o.  
12

13 81.Plaintiff has a private right of action to assert claims against Comenity arising  
14 under 15 USC 1681s-2(b).  
15

16 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
17 against the Defendant Comenity for damages, costs, interest, and attorneys' fees.  
18

19  
20 **COUNT XII**

21 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
22 **COMENITY**  
23

24 82. Plaintiff realleges the above paragraphs as if recited verbatim.

25 83.After being informed by Equifax that Plaintiff disputed the accuracy of the  
26 information it was providing, Comenity willfully failed to conduct a proper  
27  
28

1 reinvestigation of Plaintiff's dispute, and willfully failed to direct Equifax to  
2 remove the notation of "account in dispute."  
3

4 84.Comenity willfully failed to review all relevant information available to it and  
5 provided by Equifax as required by 15 USC 1681s-2(b).  
6

7 85.As a direct and proximate cause of Comenity's willful failure to perform its duties  
8 under the FCRA, Plaintiff has suffered damages, mental anguish, suffering,  
9 humiliation, and embarrassment.  
10

11 86.Comenity is liable to Plaintiff for either statutory damages or actual damages she  
12 has sustained by reason of its violations of the FCRA in an amount to be  
13 determined by the trier of fact, together with an award of punitive damages in the  
14 amount to be determined by the trier of fact, as well as for reasonable attorneys'  
15 fees and costs she may recover therefore pursuant to 15 USC 1681n.  
16

17 **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
18 against the Defendant Comenity for the greater of statutory or actual damages, plus  
19 punitive damages, along with costs, interest, and attorneys' fees.  
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**COUNT XIII**

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT  
BY EQUIFAX**

87.Plaintiff realleges the above paragraphs as if recited verbatim.

88.Defendant Equifax prepared, compiled, issued, assembled, transferred, published, and otherwise reproduced consumer reports regarding Plaintiff as that term is defined in 15 USC 1681a.

89.Such reports contained information about Plaintiff that was false, misleading, and inaccurate.

90.Equifax negligently failed to maintain and/or follow reasonable procedures to assure maximum possible accuracy of the information it reported to one or more third parties pertaining to Plaintiff, in violation of 15 USC 1681e(b).

91. After receiving Plaintiff's consumer dispute to the Errant Tradelines, Equifax negligently failed to conduct a reasonable reinvestigation as required by 15 U.S.C. 1681i.

92.As a direct and proximate cause of Equifax's negligent failure to perform its duties under the FCRA, Plaintiff has suffered actual damages, mental anguish and suffering, humiliation, and embarrassment.

93.Equifax is liable to Plaintiff by reason of its violation of the FCRA in an amount to be determined by the trier of fact together with her reasonable attorneys' fees pursuant to 15 USC 1681o.

1           **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
2 against Equifax for actual damages, costs, interest, and attorneys' fees.  
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5                                   **COUNT XIV**

6           **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
7           **BY EQUIFAX**

8           94.Plaintiff realleges the above paragraphs as if recited verbatim.

9           95.Defendant Equifax prepared, compiled, issued, assembled, transferred,  
10 published, and otherwise reproduced consumer reports regarding Plaintiff as that  
11 term is defined in 15 USC 1681a.  
12

13           96.Such reports contained information about Plaintiff that was false, misleading, and  
14 inaccurate.  
15

16           97.Equifax willfully failed to maintain and/or follow reasonable procedures to assure  
17 maximum possible accuracy of the information that it reported to one or more  
18 third parties pertaining to Plaintiff, in violation of 15 USC 1681e(b).  
19

20           98. After receiving Plaintiff's consumer dispute to the Errant Tradelines, Equifax  
21 willfully failed to conduct a reasonable reinvestigation as required by 15 U.S.C.  
22 1681i.  
23

24           99.As a direct and proximate cause of Equifax's willful failure to perform its duties  
25 under the FCRA, Plaintiff has suffered actual damages, mental anguish and  
26 suffering, humiliation, and embarrassment.  
27  
28

1        100.        Equifax is liable to Plaintiff by reason of its violations of the FCRA in an  
2                   amount to be determined by the trier of fact together with her reasonable  
3                   attorneys' fees pursuant to 15 USC 1681n.  
4

5  
6                   **WHEREFORE, PLAINTIFF PRAYS** that this court grants her a judgment  
7                   against Defendant Equifax for the greater of statutory or actual damages, plus punitive  
8                   damages along with costs, interest, and reasonable attorneys' fees.  
9

10  
11                   **JURY DEMAND**  
12

13                   Plaintiff hereby demands a trial by Jury.  
14

15        DATED: August 19, 2020  
16

17                   By: /s/Richard M. Maseles  
18                   Richard M. Maseles  
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